ARTICLE 3: MAINTENANCE DEPARTMENT.

Section 1 – GENERAL

Par. 2. Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered. All Technicians will establish classification seniority on the date the District certifies they have passed the entire training program.

Par. 10. Notwithstanding any other provision of this Agreement, the District shall have the right to hire up to five (5) journey workers annually from outside the District to fill positions in any apprenticable discipline within the District.

Par. 11. Notwithstanding any other provision of this Agreement, all journey level workers shall be required to work for seven years in their discipline prior to moving to a different discipline unless there is a hardship established by the JATC.

Section 2 – FILLING OF POSITIONS

Par. 3. It is understood that when a new position is created requiring special skill and training, and no employee in the Division can qualify, the District shall have the right to employ such qualified people.

Par. 8. Assistant Supervisor

Par. 9. Service Worker

a. This paragraph applies to the Bus, Light Rail, and Facilities Maintenance Departments. A new classification of Bus and Rail Maintenance Service Worker combining the helper/cleaner classifications was created effective 7/1/04. Existing helpers and cleaners were grandfathered, retaining all seniority and existing wage rates. If a helper and/or cleaner bids a service worker job, she will be paid at their helper/cleaner rate. Service worker jobs will be posted after all helper and cleaner jobs have been bid. The hourly wage rate for the service worker classification shall be the same as the cleaner rate (for individuals hired after 4/01/89 with progression).

b. All Helpers/Service Workers who sign up for a different section, shall remain in that section for two years.

Section 3 – SCHEDULE SIGN-UPS

1. The terms Journey worker and Apprentice is to be replaced throughout articles 3 with Technician/Maintainer and Trainee respectively.

2. TriMet withdraws most of this proposal with the understanding that this section deals with current employees moving to positions in their current classification. TriMet continues to delete par 3.

3. For later discussion not withdrawn.
March 5, 2021

**Training related proposals**

**Par. 1. Work Shifts**

a. A sign-up for Maintenance Department shifts shall be held at the request of the Union. However, not less than one (1) general sign-up will be held per year. Position schedules shall be posted prior to a sign-up and seniority lists by classification as approved by the District and the Union shall also be posted. A sign-up shall be posted for not less than seven (7) days.\(^2\)

**Section 7 – MECHANIC TRAINING PROGRAM**

**Par. 1.** There shall be a Mechanic Training Program. The purpose of this program is to offer new hire Diesel Technicians the training needed to work on TriMet specific equipment, qualified trainees an opportunity to advance in the field of bus maintenance to a high level of proficiency.

**Par. 2.** This program is an on-the-job program. Routine assignments as well as training instruction will be delegated to trainees in this program.

**Par. 3.** Work assignments, shift hours, and area of instruction will be decided by the Training Manager.

**Par. 4.** Applications will be accepted from employees of the District. A qualification test to determine mechanical aptitude will be given and appointments will be made based on seniority from those applicants receiving a passing test score. All Helpers on the payroll as of April 1, 1979, shall have a right to enter this training program with no reduction in wages, based on seniority and a passing test score before other applicants are appointed. Should no one apply, or should all applicants fail to receive a passing test score, the District shall have the right to recruit applicants from outside the employee group.

**Par. 5.** Trainees in the training program shall, except as otherwise provided in this section, operate in accordance to the rules and procedures previously entered into between the parties.

**Par. 6.** Trainees will receive the Helper’s rate for the first two (2) years in the training program, the Maintenance Mechanic’s rate for the third year of training, and shall be advanced to the Journey Level Mechanic’s rate upon the successful completion of the third year.

**Par. 7.** A log or diary will be kept to record the assignments and duties performed by the trainees, including comments and observations of Supervisors and instructing Mechanics. The Director of Maintenance, or his/her designee, will evaluate trainees at the end of ninety (90) days. Unsatisfactory progress will necessitate dismissal from the training program. Helpers unsuccessful in the training program will be returned to their former assignment with no loss of seniority or rights in the former classification. Evaluation of the trainees resulting in continuation in or dismissal from the program will take place every ninety (90) days until training has been completed. All trainees retain their rights to the grievance procedure.

**Par. 8.** A joint committee composed of three (3) representatives each, for both the District and the Union shall be established in conjunction with this training program.

**Par. 9.** Nothing in this Agreement bars the District from promoting a Mechanic Trainee to a Journey Level Mechanic when qualified.

\(^2\) Proposal withdrawn with understanding that the District can initiate a full sign up or a specific sign up if it chooses, and job functions are optional on the sign up.
Par. 10. Apprentice Mechanics may be promoted to a Journey Level Mechanic when qualified. If so promoted, the individual will be paid at the top rate at time of promotion.

Par. 11. Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship program, shall, as a condition of entering an apprenticeship program, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor to cover job requirements and expectations, working conditions, and an interview with a journey level worker. Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.

Par. 3 Warranty Work – Bus

NEW Par. 5. Notwithstanding the above, District employees will not do the maintenance and repair of the electric propulsion systems, high voltage batteries and connections, and the high tech exteriors on electric or hybrid buses. This work will not count as part of the District’s MAF allotment. After TriMet determines which new bus technology to adopt and initiates orders for significant numbers of new buses to replace the diesel fleet, the parties will meet to discuss whether parts of this work should be brought in house.

Section 11 – LRT MAINTENANCE VEHICLE MECHANICS’ TRAINING

Par. 1. There shall be a Light Rail Technician Training Program. The purpose of the program is to offer qualified trainees an opportunity to advance in the field of light rail maintenance to a high level of proficiency. The program will involve the three Light Rail Vehicle classifications and the number of trainees will depend on the need for employees in these classifications:

- Light Rail Technician
- Overhaul Technician
- LRV Electronics Technician

Par. 2. All light rail employees shall receive their regular Trainee rates of pay while training until promoted to Technician.

Par. 23. The LRT Mechanic Apprentice Program shall be governed by the same provisions contained in Section 7 of this Article with the following exceptions:

a. Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.

b. An open competitive selection process will be used for hiring into the program. qualification test to determine mechanical, electrical and electronic aptitude will be given.

Withdrawn proposal: Bus Maintenance will only assign technicians to this work assignment when it meets the criteria. If employees on the shifts when the vendor is not performing the work decline the assignment, the District will have completed its obligations.
c. Internal candidates seeking a promotion to trainee may also qualify for these trainee opportunities by completing the classes required in the tuition program. (see tuition program)
d. The LRT Mechanic Apprentice Trainee may shall be promoted to Technician when the District determines they are qualified, and if so promoted will be paid at top rate at time of promotion.

Par. 44. Joint Committee

a. A joint committee composed of three (3) two (2) representatives each, for both the District and the Union, and another District representative as the chairperson shall be established in conjunction with this apprentice trainee program. The committee will operate on a consensus basis, with the Chairperson only voting in the case of a tie vote.
b. The committee will review and provide input on training curriculum and on the job training, and identify issues, concerns and areas of improvement.

Par. 5. District employees entering the light rail REM Trainee Program shall be paid according to the Trainee schedule

Section 12 - LRT VEHICLE MECHANICS' SENIORITY

Par. 1. A Light Rail Vehicle Mechanic's (LRV Ms) seniority date will be the effective date of a transfer to Light Rail. If more than one mechanic is transferred on the same day, they shall be ranked in the same order of seniority as held at the time of transfer.

Section 14 - CONTRACTING OUT

Par. 2. Warranty Work – Rail Equipment Maintenance

Section 15 - LRT APPRENTICESHIP – MOW TRAINING PROGRAMS

Par. 1. Light Rail Maintenance Department shall have six (6) Journey Level Classification:

- Overhead Traction Electrification Maintainer
- Traction Substation Technician
- Signal Maintainer
- Track Maintainer
- Rail Vehicle Mechanic
- Field Equipment Technician

Par. 2. Each Journey Level Mechanic Technician shall hold seniority only with his/her specific classification. The District may administer cross training to light rail Maintenance of Way (MOW) employees for purposes of teamwork, optimum productivity, and mutual assistance among MOW

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6 Trainees may be assigned to work independently on duties they can safely perform.
7 Proposal withdrawn
8 Proposal withdrawn
March 5, 2021

Training related proposals

Given

disciplines, as well as to enhance safety.

Par. 3. The District shall establish MOW Apprenticeship Training Programs in the classifications as well as to enhance safety. The program will involve the five maintenance of way related classifications and the number of trainees will depend on the need for employees in these classifications:

- Signal Maintainer
- Overhead Traction Electrification Maintainer
- Traction Substation Technician
- Track Maintainer
- Field Equipment Technician

Par. 4. Joint Committee

a. A joint committee composed of two (2) representatives each, for both the District and the Union, and another District representative as the chairperson shall be established in conjunction with this trainee program. The committee will operate on a consensus basis, with the Chairperson only voting in the case of a tie vote.

b. The committee will review and provide input on training curriculum and on the job training, and identify issues, concerns and areas of improvement.

The parties acknowledge the joint apprenticeship and training committees (or trade committees) as the exclusive source for apprenticeship and training standards as approved by the State of Oregon Apprenticeship and Training Council.

Par. 3. The Program shall be governed by:

a. Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.

b. An open competitive selection process will be used for hiring into the program.

c. Internal candidates seeking a promotion to trainee may also qualify for these trainee opportunities by completing the classes required in that program. (see tuition program)

d. The Trainee shall be promoted to Technician when the District determines they are qualified, and if so promoted will be paid at top rate at time of promotion.

Par. 5. The District shall fill light rail apprenticeship openings in order of seniority of applicants passing aptitude tests offered to District employees in the following priority order:

a. Journey Level maintenance employees who have seven (7) or more years of Journey Level status.

b. Other non-Journey Level maintenance employees who are not currently enrolled in a District apprenticeship program.

c. All other District employees.

de. If an apprentice opening remains open after offering aptitude tests to internal applicants, as outlined above, the District may offer such openings to outside applicants.

Par. 6. District employees entering the light rail MOW Apprenticeship Trainee Program shall be

3 Trainees may be assigned to work independently on duties they can safely perform.
March 5, 2021

Training related proposals

Given

paid according to the LRV Apprentice Mechanic Trainee\(^{10}\) schedule.

Par. 7. In the event that the selection of the most senior Journey Level mechanic (bus or rail) applicant for a light rail MOW apprenticeship vacancy would result in a severe hardship on the District relating to the performance of a Journey Level's regular work (i.e., the resulting Journey Level mechanic vacancy would result in the need to cut jobs or to contract out work under the terms of the Maintenance Assistance Fund), the District may pass over that mechanic and select the next qualified applicant. In each case, the mechanic who has been passed over will be given the opportunity to fill the next light rail MOW Apprenticeship Program vacancy. Upon successful completion of the Apprenticeship Program, the passed over mechanic shall be afforded the seniority she otherwise would have had it selected for the initial opening.

a. "Passed Up Mechanics":

1. Journey-level mechanics from all disciplines, after meeting the seven (7) year requirement and other pre-qualifications, would go into apprenticeship at the top apprentice rate (equal to the top helper rate) under conditions in Article 3, Section 7, Paragraph 6, and as outlined in the Apprentice Mechanics pay schedule of this Agreement.

1. Helpers from Bus and Rail would enter apprenticeships based upon Article 3, Section 7, Paragraph 6 and the existing pay schedule for Apprentice Mechanics of this Agreement.

1. The District may use the MOW hold back language for journey-level movement into any apprentice program.

Where applicable, the above provision also applies to Bus Maintenance.

Par. 8. Nothing in this Agreement bars the District from promoting an apprentice to a Journey Level in less than four (4) years; however, promotion to Journey Level status from an apprentice program in four (4) years shall be based on District seniority in accordance with the collective bargaining agreement. Upon six (6) months’ accrual in an apprenticeship program, an employee shall forfeit seniority held in the employee’s previous classification. Prior to such six (6) months’ accrual, however, an employee may elect to return to his/her previous classification, whereupon the employee’s seniority held upon return shall be the same as if he/she has remained in the previous classification; this provision may also be effective following six (6) months’ accrual for a particular employee by mutual agreement between the District and the Union.

Par. 9. In lieu of a certified apprenticeship program for Track Maintainer, the following provisions shall govern the filling of Track Maintainer openings.

i. Create a classification of Laborer/Track Trainee: Labor/Track Trainees will be filled from the Laborers classification. By seniority, Laborers will be offered the Track Trainee positions. The Track Trainees will be given formal training as well as On The Job training (OJT) in Track Maintenance. When not performing Track OJT they will perform their regular Laborer job duties.

j. Those holding the Laborer/Track Trainee positions will be eligible for overtime call outs, to assist when track work is being performed during off hours. These call outs would come

\(^{10}\) Trainees may be assigned work which they can perform safely.
after the regular Track Maintainers had been called but before other journeymen were called.

k. Laborer/Track Trainees shall remain in those positions until such time as the District offers an opening for Track Maintainer. When such an opening occurs it shall be offered by seniority to qualified Laborer/Track Trainees. Those that decline to fill the offered positions will either fill a Laborer’s position, if an open position exists, or if no positions exist, will return to the previous classification held prior to Laborer with loss of all seniority as Laborer and/or Laborer/Track Trainee. Once a person declines a Track Maintainers position they will not be eligible for another opportunity for a period of five (5) years.

l. A maximum of four (4) Laborer/Track Trainee positions may be created. Additional positions, if needed, may be created with District/Union agreement.

m. The State of Oregon Apprenticeship Council shall not govern the Laborer/Track Trainee program, but the Light Rail Apprenticeship Committee shall oversee the training, testing and qualifying of those persons holding these positions.

n. Openings for Laborer/Track Trainees shall be filled accordance with Article 3, Section 15, Paragraph 5.

Par. 11. Apprentice Training Programs

Section 16—Assistant Supervisor – Rail

Par. 1. The Assistant Supervisor classification shall be limited to Rail Maintenance Department activities for which a journey worker classification exists.

c. All Assistant Supervisors will come from the journey worker ranks.

d. The wage rate for the Assistant Supervisor shall be effective December 1, 1994, and shall be 115% of the highest Journey worker rate supervised.

e. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by the District, within the Rail Maintenance Department sections.

f. Assistant Supervisors shall perform journey level work in addition to their Assistant Supervisor duties, except when acting supervisor.

g. An assistant supervisor’s duties include assuming the duties of the supervisor when he is absent (vacation, sick, personal leave, etc.). When the maintenance supervisor is absent for 8 hours or more, the assistant supervisor shall fill in as acting supervisor and shall be paid an additional hourly premium of $1.25. No senior mechanic will be utilized under these conditions. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, the most senior mechanic will fill in as acting supervisor and be paid at the assistant supervisor rate they are replacing plus an additional hourly premium of $1.25. This is to apply to all maintenance departments at the District where there are supervisors. Assistant supervisors shall not be paid supervisor rate on a supervisor’s regular days off (e.g., Saturdays, Sundays, holidays). An assistant supervisor may bid out of an assistant.
March 5, 2021  
Training related proposals  

Given supervisor classification for two (2) consecutive bids without affecting seniority. If the assistant supervisor stays out a third consecutive sign-up, she shall have their assistant supervisor seniority frozen as of the beginning of that third sign-up. The assistant supervisor will again begin accruing assistant supervisor seniority when she bids back into the position. When the assistant supervisor bids back, she must remain for two consecutive bids or their seniority will freeze. This applies to all maintenance departments who have assistant supervisors.

Section 21 —

Any Service Worker/Help hired by the District between January 1, 2014 and November 30, 2019 and on the payroll at the time of ratification, who has not had an opportunity to enter an apprentice program, shall receive $4,000 within 30 days of ratification of this contract.

HIRING APPRENTICES FROM OUTSIDE

Par. 1. This Section applies to all District apprenticeship programs.

Par. 2. Notwithstanding any other provision of this Agreement, the District shall have the right to hire from the outside up to ½ of all apprentices annually in each apprentice program within the District. All newly hired apprentices, whether from within or outside the bargaining unit, shall meet the minimum qualifications established by the District.

Par. 3. As provided under standards of the State of Oregon Apprenticeship and Training Council, the Joint Apprentice Training Committee (JATC) for the respective apprenticeship program will evaluate placement of an apprentice hired from the outside into the appropriate progression step of the program, and the District will pay such apprentice at the wage pertaining to that step.

Par. 4. Any apprentice hired from the outside will establish classification seniority behind any apprentices currently in the respective apprenticeship program as of the date such apprentice is hired.

ARTICLE 4 - OPERATIONS DIVISION/FACILITIES MAINTENANCE

The March 5, 2007 Mediated Settlement Agreement for grievance #6449 is ended. Facilities Field Worker and Facilities Maintenance Worker may perform any work, which does not require state licenses.
Section 1 – GENERAL

Section 2 - FILLING OF POSITIONS

Section 3 - OTHER PROVISIONS

Par. 1. Facilities Maintenance employees may be used by the District to install and remove tire chains after Mechanical help has been exhausted and under a Mechanic’s supervision.

Par. 2. All necessary hand tools will be furnished by the District.

Par. 3. The District in consultation with and the Union, will establish an adequate training program for new hires and existing employees.

Par. 4. Those employees who successfully complete the above program and who bid Plant Maintenance Mechanics classification will receive Journey Level rates as established in the Maintenance Department.

Par. 5. Facilities Maintenance personnel will be provided adequate diagrams, manuals, and parts lists on facilities and systems of the District.

Section 5 – APPRENTICE PROGRAMS

Par. 1. Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship program, shall, as a condition of entering an apprenticeship program, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor to cover job requirements and expectations, working conditions, and an interview with a journey level worker. Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.

9.2.1. The District agreed on the following policy with reference to new jobs and classifications: In the event the District creates a job or classification within the bargaining unit but not presently covered by the Labor Agreement, openings shall first be offered to District employees and filled by these employees if they can meet the qualifications of the job as established by the District. In the event an employee has the basic qualifications necessary, s/he will be given a reasonable training period to learn the details of the job. In making its selection among qualified employees, seniority in the District will be considered. Reasonable rules and procedures to administer the above paragraph shall be worked out between the District and Union, as necessary.

13 Proposal withdrawn with understanding that this language does not limit assignment to work employees in the bargaining unit.

14 Proposal withdrawn.
This provision will be used to fill the new classifications of

- Body Shop Tech
- Electronics Tech
- LRV Electronics Tech
- LRV Overhaul Tech
- Facilities Maintenance Worker
March 5, 2021

Training related proposals

Tuition Pilot project:

Purpose:

To provide ATU employees with funding to learn the concepts necessary for Trainee positions in REM and MOW, and demonstrate an aptitude to be successful in a trainee program. Note these classes do not constitute the minimum qualifications for the trainee classifications, but will allow TriMet to provide a promotional path for current employees.

Program outline:

1. **Duration:** The initial pilot is intended to last 4 years from Fall term 2021. When the parties bargain the next contract, one of the topics will be whether to extend this initial timeline.
2. All classes will be through Portland Community College; PCC.
3. Employees are responsible for meeting the qualifications to take classes including passing the no fee college placement exam with PCC.
4. TriMet will pay directly to PCC for up to six (6) classes; the three below and three prerequisites, if needed. TriMet will pay for required course materials for eligible employees.
5. Employees must maintain a minimum of a C grade in each class to continue to be eligible for pre-payment of the next class. If an employee fails to achieve a C grade, they will only be eligible to continue in the program after they have taken the class again at their own expense and received a minimum of a C grade.
6. Only fifteen (15) employees may be enrolled in any given school term. If more than 15 employees sign up to participate in the program, the parties will discuss how to address the demand.
7. An employee may only take a maximum of two classes during the same term.
8. Employees will only be eligible for the program for a three year period which commences on the start date of the first class in which the employee is enrolled.
9. Course requirements:
   a. APR 121 - Introduction to Electricity and Circuits
   b. MT 111 – Electronic Circuits and Devices
   c. MT 102 – Introduction to Semiconductor Devices
10. If an Employee successfully passes the three required classes and meets attendance, discipline and driver license requirements, they may apply for Trainee vacancies when they are open for recruitment. An internal candidate meeting these requirements will be given priority over an external trainee who applies for the same position.
11. Classes are to be taken during non-working hours. If an employee’s work schedule is incompatible with their class schedule, the parties will seek to make arrangements that facilitate the employee’s participation in class.